



DEPARTMENT OF WORKFORCE SERVICES  
STATE OF UTAH

**The Utah Cluster Acceleration Partnership Grant Program  
Competitive Grant Announcement**

Grant Year: July 1, 2013 to June 30, 2014  
Applications accepted until February 28, 2014 at 5:00 PM  
(or until all funding has been obligated)  
for  
Public Institutions of Higher Education and Their Partners

Applications must be submitted via email to the following email address: [mstark@utah.gov](mailto:mstark@utah.gov)

The last day for questions to be submitted will be February 24, 2014 at 5:00 PM.  
Questions and answers will be published on the DWS website <http://jobs.utah.gov/edo/rfp.html>.

For questions concerning the Utah Cluster Acceleration Partnership, please contact:

Melisa Stark  
[mstark@utah.gov](mailto:mstark@utah.gov)  
801-628-4051

To find an employment center near you, please visit the following website:  
<https://jobs.utah.gov/regions/ec.html>

**Introduction:** The Utah Cluster Acceleration Partnership (UCAP) is a collaborative partnership between the Department of Workforce Services (DWS), the Utah System of Higher Education (USHE) and the Governor's Office of Economic Development (GOED). The UCAP Governing Board, which provides final approval for all grants, is comprised of the executive director for each agency and oversees the funding and operations of the UCAP program.

The UCAP program provides funding to public educational institutions to develop, implement or enhance educational programs that are responsive to regional and statewide industry needs. Specifically UCAP was created to address the following four opportunities and concerns:

Goal #1 Increase Economic Cluster Connectivity and Educational Alignment

Goal #2 Respond to Skill Gaps

Goal #3 Enhance the Role of the Regional Institutions in Economic Development

Goal #4 Promote Regional Stewardship

Background: The primary functions for UCAP have always been and will continue to be to accelerate industry clusters in Utah and to strengthen the alignment between industry and education. UCAP has been a successful model for collaboration in cluster industries and has demonstrated success in developing new educational programs that support industry growth. This grant announcement outlines a new grant opportunity being implemented as part of the UCAP program.

The primary outcome measurement for UCAP moving forward will be the amount of new annual capacity created to award certificates and/or degrees that meet the Governor's 66% by 2020 initiative (<http://www.utah.gov/governor/priorities/education.html>), with specific relevance towards educational programs that serve cluster industries in the State (<http://www.busines.utah.gov/targeted-industries/economic-clusters/>).

### **Application Process:**

There are two application processes that will be available for UCAP grant applicants. The pathways for public institutions of higher education and for GOED Cluster Directors/Industry recognized 501c3's have been established as follows:

### **Public Institutions of Higher Education:**

1. Public institutions of higher education located in the State of Utah are eligible to apply for grants from UCAP in accordance with the following required response categories. The institutional president will identify the lead department or individual for the project.

Each Application Must:

- a. Clearly state the purpose for the funding and how funding will lead to new capacity to award certificates and/or degrees that meet the Governor's 66% by 2020 goal, with specific relevance towards educational programs that serve the cluster industries in the State.
- b. Show a significant industry need (i.e., worker shortage, emerging technologies requiring worker retraining, new industry development, etc.), using certified data and/or other compelling data sources which the grant will address, to include a workforce skills gap analysis as well as the potential for:
  - i. project contribution to regional and/or state economic growth
  - ii. sustainable wages
  - iii. labor market demand
  - iv. student demand
  - v. evidence of program sustainability following grant funding.
- c. Demonstrate and outline the collaboration that was undertaken to generate the application, to include: private industry, education, DWS, local government, Career and Technical Education regional council, regional K-16 alliance, and/or other appropriate entities. The narrative should include a description of the project's partners and the respective roles of each partner. Each project is required to document commitment from the following: DWS; GOED or local government economic development partner; and industry representative. If any of these are not a partner in the project, the narrative will provide a rationale for not including one or more of these required partners. Include letters of support and commitment.
- d. Demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate's degrees, and baccalaureate degrees.
- e. Demonstrate industry recognition and acceptance of the proposed program by linking program outcomes

to industry certification, industry standards and/or other mechanisms that demonstrate industry support to hire program completers.

- f. Each applicant is encouraged to leverage UCAP funding, at a one-to-one ratio, through matching funds (cash or in-kind) such as institutional mission-based funding, institutional Perkins funding, funds from industry or project partners, and/or other sources. Applications that leverage funds will receive priority for funding.
2. In collaboration with GOED and USHE, DWS will be responsible for processing applications and working with the applicants to prepare for Governing Board review.
3. The Governing Board will approve, deny or table applications at its next scheduled meeting following application submission and review by the grant review team.
4. DWS will be responsible for finalizing contracts and monitoring grants.
5. Each grantee will be responsible for the execution of funded activities and for reporting outcomes quarterly.

### **GOED Cluster Directors and Industry Recognized 501c3's:**

1. A GOED cluster director, or a recognized industry trade association established with 501c3 status, may apply for funding from UCAP for a program that is determined to serve their respective industry cluster in accordance with the following required response categories:

The Application Must:

- a. Clearly state the purpose for the funding and how funding will advance the cluster.
  - b. State the outcomes of the proposed program and how it will benefit the respective statewide industry. Ideal applications will identify activities addressed in an approved UCAP industry project booklet.
  - c. Demonstrate and outline the collaboration undertaken to generate the application, to include: private industry, education, DWS, and other appropriate entities. The narrative will include a description of the project's partners and the respective roles of each partner. Each project is required to document commitment from the following: DWS; higher education institution; and industry representative. If any of these are not a partner in the project, the narrative will provide a rationale for not including one or more of these required partners. Include letters of support and commitment.
    - i. If the application is from a recognized industry trade association established with 501c3 status, then the application must include a letter of support from GOED.
  - d. Show a significant industry need (i.e., worker shortage, emerging technologies requiring worker retraining, new industry development, etc.), using certified data sources, which the grant will address.
  - e. Each applicant is encouraged to leverage UCAP funding through matching funds (cash and/or in-kind) from industry or project partners and/or other sources.
2. Applications will be submitted through DWS.
  3. In collaboration with GOED and USHE, DWS will be responsible for processing applications and working with the applicants to prepare for Governing Board review.
  4. The Governing Board will approve, deny or table applications at its next scheduled meeting.
  5. DWS will be responsible for finalizing contracts and monitoring grants.
  6. Each grantee is responsible for the execution of funded activities and reporting outcomes.

Application Checklist and Evaluation Criteria: Only fully completed applications will be accepted. A fully completed application consists of completing each item on the Template for Utah Cluster Acceleration Partnership Grant Proposal (included at the end of this grant announcement). The application narrative is limited to 10 pages plus Appendix A (font no smaller than Times New Roman 12 pt single space with no less than 1 inch margins). Narratives longer than 10 pages

will not be considered. Maximum points for each category are provided below and in the template. In summary, the grant template includes the following evaluation criteria:

- Two pages outlining of the scope of the grant project to include the required response categories identified in the appropriate application template (Higher Education or GOED/501c3) in which the project is being proposed (40 points),
- One page outlining the outcomes, which will primarily be new capacity for certificate and degree programs, and how they will be measured (20 points),
- One page outlining matching funds (cash and/or in-kind). While matching funds are not required as a condition for grant awardees, ideal applications will include at least a one-to-one leveraging ratio with UCAP funds being matched by funds from the grantee or grantee partners. More points will be given for applications that are matched at a higher rate than one-to-one ratio (10 points),
- One page outlining the budget for the project, including line items for funding expenditure (10 points),
- One page outlining timelines. All grant funds must be invoiced by June 30, 2014, with extensions granted by the Governing Board (5 points).
- Supporting documentation describing the industry and education planning involved in this grant proposal, including letters of support from industry (15 points).

Approval Process: Submitted applications will be screened prior to their submission to the UCAP Governing Board to ensure they meet the minimum qualifications outlined in this RFP. Proposals must have a minimum score of 65, according to Exhibit B of this RFG, to be forwarded to the Governing Board for consideration.

Applications will be sent for approval to the next scheduled UCAP Governing Board meeting following submission and review by the grant review team. Applicants may be requested to present before the UCAP Governing Board as part of the application review process. The UCAP Governing Board is the sole board to provide approvals for UCAP grant funding. DWS will be responsible for contract development and oversight for approved applications.

The UCAP Governing Board may decide to approve, approve with conditions or deny applications. The UCAP Governing Board reserves the right to award grant funds equal to or less than the requested amounts.

Funding: Total funding allocated to the UCAP program for grants is \$1,500,000. UCAP funding is distributed on a reimbursement basis, with outcomes being reported on a quarterly basis. Funding limits may be set by the UCAP Governing Board but as a general guideline projects are limited to \$200,000 (plus matching funds) with a higher cap approved through compelling justification from the grant applicant and upon approval by the UCAP Governing Board.

Monitoring: DWS, per a written agreement, reserves the right to monitor grantees to verify outcome attainment and financial records.

## Exhibit A

### The Utah Department of Workforce Services

#### INTERAGENCY STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Sections 63G-6a-105 and 35A-1-104 of the Utah Code, 1953 as amended, Utah State Procurement Regulations (Utah Admin. Code Section R33), and related statutes that permit the State to purchase certain specified services, and other approved purchases for DEPARTMENT.
2. CITING DEPARTMENT IN ADVERTISING: CONTRACTOR agrees to give credit to DEPARTMENT for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with Public Information Officer for DEPARTMENT.
3. IMPOSITION OF FEES: CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DEPARTMENT.
4. CODE OF CONDUCT (Attached if Applicable): CONTRACTOR agrees to follow and enforce DEPARTMENT'S Code of Conduct, Utah Administrative Code R982-601-101 et seq. CONTRACTOR agrees that each of its employees or volunteers receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DEPARTMENT monitors.
5. HUMAN SUBJECTS RESEARCH: CONTRACTOR shall not conduct research involving employees of DEPARTMENT or individuals receiving services (whether direct or contracted) without prior approval from the DEPARTMENT. If approval is given, CONTRACTOR will obtain institutional review board (IRB) approval prior to engaging in human subjects research activities. CONTRACTOR will provide certification of IRB approval upon request.
6. DRUG-FREE WORKPLACE: CONTRACTOR agrees to abide by DEPARTMENT'S drug-free workplace policies while performing services under this contract.
7. INDEMNITY CLAUSE: Both parties to this Contract are governmental entities as defined by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63 G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
8. LICENSING AND STANDARD COMPLIANCE: By signing this agreement CONTRACTOR acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this Contract. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
9. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:
  - a. As noted in this Contract, CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving

federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.

- b. Equal Opportunity Clause. CONTRACTOR agrees to abide by the Equal Opportunity provisions of Section 188 of the Workforce Investment Act of 1998 (WIA) 29 CFR Part 37, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 37. CONTRACTOR will also provide a copy of DEPARTMENT'S Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

10. SEPARABILITY CLAUSE: A declaration by any court, or other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement, unless said provisions are mutually dependent.
11. RECORDS ADMINISTRATION: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR shall maintain books, records, documents and other evidence.
12. CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS:
- a. Assignment. Notwithstanding DEPARTMENT'S right to assign the rights or duties hereunder, CONTRACTOR agrees and understands that this Contract is based on the reputation of CONTRACTOR, and this Contract may not be assigned by CONTRACTOR without the written consent of DEPARTMENT. Any assignment by CONTRACTOR without DEPARTMENT'S written consent shall be wholly void.
- b. Subcontractors. As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original CONTRACTOR to perform services or provide goods, which the original CONTRACTOR is responsible for under the terms of this Contract. Additionally, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractor's duties under this Contract; or (2) federal law requires this Contract to apply to such individuals or entities. If CONTRACTOR enters into subcontracts the following provisions apply:



- (1) Duties of Subcontractors: Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract including the state procurement requirements, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for Contract compliance, whether the services are provided directly or by a subcontractor.
- (2) Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable (“Contractor’s Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports,”) as well as other laws and contract provisions identified in 45 C.F.R. §92.36(i).

13. MONITORING: DEPARTMENT shall have the right to monitor CONTRACTOR’S performance regarding all services purchased under this Contract. Monitoring of CONTRACTOR’S performance shall be at the complete discretion of DEPARTMENT which will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in “Scope of Work” and any special conditions and “Performance Measures” and CONTRACTOR’S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

Client or Contract Staff Satisfaction Surveys. CONTRACTOR understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. CONTRACTOR therefore agrees to cooperate with all DEPARTMENT-initiated customer feedback.

14. CONTRACT RENEWAL: Renewal of contract will be solely at the discretion of DEPARTMENT.

15. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment executed by the parties hereto, and attached to the original signed copy of the contract.

16. CONTRACT TERMINATION:

- a. Termination for Cause. This contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. The DEPARTMENT will give the CONTRACTOR only one opportunity to correct and cease the violations.
- b. Immediate Termination. If CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows DEPARTMENT to terminate the Contract immediately for a violation of that provision, DEPARTMENT may terminate this Contract immediately by notifying CONTRACTOR in writing. The DEPARTMENT may also terminate this contract immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by the DEPARTMENT.
- c. No Cause Termination. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- d. Termination Fund-out. CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DEPARTMENT cannot guarantee funding under this Contract since it may be altered by an act of the Federal

Government or the Utah State Legislature occurring before the expiration of this Contract. Therefore, in the event that DEPARTMENT fails to receive appropriations then DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.

- e. Attorneys' Fees and Costs. If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

f. Remedies for Contractor's Violation.

1. In the event this Contract is terminated as a result of a default by CONTRACTOR, DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by DEPARTMENT in obtaining similar services.
2. CONTRACTOR acknowledges that if CONTRACTOR violates the terms of this Contract, DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

17. BILLINGS AND PAYMENTS: Payments to CONTRACTOR will be made by DEPARTMENT upon receipt of an itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed or at the contract's date of termination or payment may be delayed or denied. DEPARTMENT must receive billings for services for the month of June no later than July 20<sup>th</sup> due to the DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

DEPARTMENT will not allow claims for services furnished by CONTRACTOR, which are not specifically authorized by this contract.

18. PAYMENT RATES (Does Not Apply to Contracts With Department Of Workforce Services Set Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term.
19. PAYMENT WITHHOLDING: CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DEPARTMENT, CONTRACTOR'S record keeping practices and/or reporting to DEPARTMENT are not conducted in a timely and satisfactory manner, DEPARTMENT may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DEPARTMENT agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
20. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: CONTRACTOR agrees that if during or subsequent to the Contract CPA audit or DEPARTMENT determines that payments were incorrectly reported or paid, DEPARTMENT may amend the Contract and adjust the payments. In Contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. CONTRACTOR will, upon written request, immediately refund any overpayments determined by audit and for which payment has



been made to CONTRACTOR, to DEPARTMENT. CONTRACTOR further agrees that DEPARTMENT shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.

21. REDUCTION OF FUNDS: The maximum amount authorized by this Contract shall be reduced or Contract terminated if required by federal/state law, regulation, action or if there is significant under-utilization of funds, provided CONTRACTOR shall be reimbursed for all services performed in accordance with this Contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of the services to be given by CONTRACTOR. The DEPARTMENT will give CONTRACTOR thirty (30) days notice of reduction.
22. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, DEPARTMENT'S right to terminate this Contract.
23. GRIEVANCE PROCEDURE: In the event of a discrimination complaint or grievance, CONTRACTOR will instruct recipients to contact DEPARTMENT'S Equal Opportunity Officer/Customer Relations office at (801) 526-4390 or 1-800-331-4341, or in writing to DEPARTMENT at:

Equal Opportunity/Customer Relations

Department of Workforce Services

P.O. Box 45249

Salt Lake City, UT 84145-0249

Individuals with speech and/or hearing impairments may call: State Relay @ 1-800-346-4128.

For all other grievances CONTRACTOR agrees to establish a system in which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by DEPARTMENT. CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, CONTRACTOR will notify DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with CONTRACTOR, the grievance will be forwarded to DEPARTMENT for processing through DEPARTMENT'S Administrative Process.

24. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of DEPARTMENT'S or CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. CONTRACTOR will be required to sign DEPARTMENT'S disclosure statement.
25. DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:
  - a. Federal Cost Principles determine allowable costs in DEPARTMENT contracts. They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). CONTRACTOR may locate the Federal Cost Principles applicable to its organization at the Internet web site:

b. Additional Cost Principles.

Compensation For Personal Services:

- (1) In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
    - (a) The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
    - (b) Employees who are compensated from one or more contracts, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
    - (c) For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met:
      - (i) A perpetual time record must be maintained, and
      - (ii) Prior written approval must be obtained from DEPARTMENT'S Finance-Contracting Division
  - (2) Compensation for Personal Expenses: DEPARTMENT will not reimburse CONTRACTOR for personal expenses. For example, spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
  - (3) Third-Party Reimbursement And Program Income. CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DEPARTMENT be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.
26. ADMINISTRATIVE EXPENDITURES: DEPARTMENT will reimburse CONTRACTOR for actual administrative or indirect costs (Category I) up to 10% of the total program and capital (Category III & II) costs as negotiated in the attached budget.

## Exhibit B

### Program Scoring and Proposal Templates

#### Template for Utah Cluster Acceleration Partnership Grant Proposals: Proposal from Public Institutions of Higher Education

Name of Institution Submitting Proposal: \_\_\_\_\_

Primary contact person for grant project identified by institutional president:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### NARRATIVE

##### Project Scope (40 points)

1. State the purpose for the funding and how funding will lead to new capacity to award certificates and/or degrees that meet the Governor's 66% by 2020 goal, with specific relevance toward educational programs that serve the cluster industries in the State.
2. Demonstrate a significant industry need (i.e., worker shortage, emerging technologies requiring worker retraining, new industry development, etc.), using certified data and/or other compelling data sources, which the grant will address, to include a workforce skills gap analysis as well as the potential for:
  - i. project contribution to regional and/or state economic growth
  - ii. sustainable wages
  - iii. labor market demand
  - iv. student demand
  - v. evidence of program sustainability following grant funding.
3. Describe the collaboration that was undertaken to generate the application, to include: private industry, education, DWS, local government, Career and Technical Education regional council, regional K-16 alliance, and/or other appropriate entities.

4. Demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate's degrees, and baccalaureate degrees.
5. Demonstrate industry recognition and acceptance of the proposed program by linking program outcomes to industry certification, industry standards and/or other mechanisms that demonstrate industry support to hire program completers.

**Project Outcomes (20 points)**

Describe specific measurable outcomes and how they will be measured.

**Grant Leveraging (10 points)**

Describe commitment for matching funds (cash and/or in-kind) such as institutional mission-based funding, institutional Perkins funding, funds from industry or project partners, and/or other sources.

**Project Budget (10 points)**

Using the table below provide a budget for the project.

Expense Category	Requested Funds	Matching Funds- Cash	Matching Funds- In-kind	Total
Salary and Wages				
Benefits				
Current Expense				
Equipment				
In-state Travel				
Out-of-state Travel				
Total				

Provide a narrative describing projected use of funds identified in the budget.

**Project Timeline (5 points)**

List the major project objectives, the expected date of completion for each objective, and the expected funding needed to complete each objective.

**Supporting Documentation (15 points)**

Describe the industry and education planning involved in the grant proposal. Include a description of the project's partners and the respective roles of each partner. Each project is required to document commitment from the following: DWS; GOED or local government economic development partner; and industry representative. If any of these are not a partner in the project, the narrative will provide a rationale for not including one or more of these required partners. In Appendix A, provide letters of support from grant partners.

**APPENDIX A- LETTERS OF SUPPORT FROM GRANT PARTNERS**



# Utah Cluster Acceleration Partnership Grant Proposal

## Public Institutions of Higher Education

### Signature Page

Name of Institution: \_\_\_\_\_

By signing below, the following individuals attest that they have reviewed and approve the attached proposal for UCAP funding:

---

Department Chair (or equivalent)

Print Name

Date

---

Dean (or equivalent)

Print Name

Date

---

Director, Development Office

Print Name

Date

---

Vice President (or equivalent)

Print Name

Date

---

President

Print Name

Date



**Template for Utah Cluster Acceleration Grant Proposals:  
Proposal from GOED, or a recognized industry trade association  
established with 501c3 status**

GOED Cluster Director Submitting Proposal: \_\_\_\_\_

Primary contact person for grant project:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**NARRATIVE**

**Project Scope (40 points)**

1. Clearly state the purpose for the funding and how funding will advance the cluster. The application must state the outcomes of the proposed program and how it will benefit the respective statewide industry. Ideal applications will identify activities addressed in an approved UCAP industry project booklet.
2. Describe the collaboration that was undertaken to generate the application, to include: private industry, education, DWS, and other appropriate entities. The narrative will include a description of the project's partners and the respective roles of each partner. Each project is required to document commitment from at least the following: DWS; higher education institution; and industry representative. If any of these are not a partner in the project, the narrative will provide a rationale for not including one or more of these required partners.
3. Demonstrate a significant industry need, using certified data sources, which the grant will address to include potential for items such as:
  - i. project contribution to regional and/or state economic growth
  - ii. sustainable wages
  - iii. labor market demand
  - iv. Other items appropriate to the project

**Project Outcomes (20 points)**

Describe specific measurable outcomes of the project and how they will be measured.

**Grant Leveraging (10 points)**

Describe commitment for any matching funds (cash and/or in-kind) from GOED, higher education institutions, industry partners, and/or other sources. If matching funds are not provided describe how the project meets a significant regional or statewide need.

**Project Budget (10 points)**

Using the table below provide a budget for the project.

Expense Category	Requested Funds	Matching Funds- Cash	Matching Funds- In-kind	Total
Salary and Wages				
Benefits				
Current Expense				
Equipment				
In-state Travel				
Out-of-state Travel				
Total				

Provide a narrative describing projected use of funds identified in the budget.

**Project Timeline (5 points)**

List the major project objectives, the expected date of completion for each objective, and the expected funding needed to be drawn from DWS funds to complete each objective.

**Supporting Documentation (15 points)**

Describe the industry and education planning involved in the grant proposal. Include a description of the project's partners and the respective roles of each partner. Each project is required to document commitment from the following: DWS; higher education institution; and industry representative. If any of these are not a partner in the project, the narrative will provide a rationale for not including one or more of these required partners. In Appendix A, provide letters of support from grant partners.

**APPENDIX A- LETTERS OF SUPPORT FROM GRANT PARTNERS**



# Utah Cluster Acceleration Grant Proposal

## GOED Cluster

### Signature Page

Name of GOED Cluster: \_\_\_\_\_

By signing below, the following individuals attest that they have reviewed and approve the attached proposal for UCAP funding:

---

Cluster Director

Print Name

Date



# Utah Cluster Acceleration Grant Proposal

## 501c3 Applicant

### Signature Page

Name of GOED Cluster: \_\_\_\_\_

By signing below, the following individuals attest that they have reviewed and approve the attached proposal for UCAP funding:

---

Cluster Director

Print Name

Date

---

501c3 Director

Print Name

Date